



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

debt. Evidently the court in the principal case was correct in its holding that if the creditor had any objections as to the right to a discharge, he should have interposed them in the second proceeding in bankruptcy.

BILLS AND NOTES—PRESENTMENT AND DEMAND BY TELEPHONE.—On the day of maturity of a note, made payable at the makers' residence, the cashier of a bank called up the maker at the latter's residence, on the telephone, stated to him that the bank held the note for collection, described it, and asked him what he would do with it. The maker replied that he could not pay it. The note was protested without any further presentment, and notice of protest was mailed to the defendant, now sued as indorser. *Held*, that the demand by telephone was insufficient. *Gilpin v. Savage* (1911), — N. Y. —, 94 N. E. 656.

Section 133 of the New York Neg. Ins. Law provides that an instrument is presented at the proper place when presented at the place of payment specified therein. If due presentment is not made at the place specified in the note, the indorser is discharged from all liability. STORY, PROM. NOTES, § 227. His undertaking being conditional, unless there be a strict compliance with the condition no right can attach against him. The principal case reversed the judgment of the Appellate Division of the Supreme Court (112 N. Y. Supp. 802). The lower court held the demand sufficient on the ground that commercial transactions and conversations had over the telephone have been recognized as of the same binding force as where the parties talked face to face. *Globe Printing Co. v. Stahl*, 23 Mo. App. 451, 458; *Wolfe v. Mo. Pac. R. R. Co.*, 97 Mo. 473, 11 S. W. 49, 3 L. R. A. 539, 10 Am. St. Rep. 331; *Murphy v. Jack*, 142 N. Y. 215, 36 N. E. 882, 40 Am. St. Rep. 590; *Deering Co. v. Shumpik*, 67 Minn. 348, 69 N. W. 1088. A valid presentment, however, consists of something more than a mere demand. There must be an actual exhibition of the instrument itself, or else the demand should be accompanied by some clear indication that the instrument is at hand, ready to be delivered; and such must really be the case. DANIEL, NEG. INS., § 654; *Carlisle v. Holdship*, 15 La. 375; *Whitewell v. Johnson*, 17 Mass. 449. That rule implies that the person making the demand must be present at the proper place of demand, his own physical presence being necessary in order to exhibit the instrument. It has been said that possession of the instrument by the person making the demand, without actual exhibition of it, is sufficient. *King v. Crowell*, 61 Me. 244. That statement was accurate when made before the general use of the telephone, but has become inaccurate, when taken literally, since the introduction of the telephone. "When demand is made by the ordinary human vocal power, unaided by mechanical device, it is plain that the person making the demand is necessarily present at the place at which the demand is made; and if the instrument is in his possession, the presence of the instrument at the proper place is equally clear." To sanction the rule that presentment and demand may be made over the telephone, would mean that due presentment and demand of a note, payable at a certain place in New York, could be made as far away as Chicago or Denver, thus defeating, among other things, the opportunity, of the party called upon, to judge of the genuineness of the instrument and of the holder's right to the paper.